

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA

In Re:)	
)	BANKR. NO. 20-21579-GLT
RONALD P. ORAVEC and GURETTA G.)	
ORAVEC,)	
)	CHAPTER 13
Debtors.)	
_____)	
)	
RONALD P. ORAVEC and GURETTA G.)	
ORAVEC,)	
)	
Movants/Debtors,)	
)	
vs.)	
)	
HOME LOAN INVESTMENT BANK,)	
FSB,)	
)	
Respondent.)	

OBJECTION TO CLAIM

AND NOW, come Movants Ronald P. Oravec and Guretta G. Oravec (“Debtors”), and file the within Objection to Claim 8 filed by Respondent Home Loan Investment Bank, FSB, averring as follows:

1. Debtors filed their Chapter 13 petition on May 20, 2020.
2. Pursuant to 28 USCA § 1334, this Court has jurisdiction over the within matter, which is a core proceeding within the meaning of 28 USCA §157(b)(2)(G).
3. Per F.R.B.P. 7008, Debtors consent to entry of a final order of court by the Bankruptcy Judge.
4. Respondent filed Amended Claim 8 on August 28, 2020 (“Claim 8”), in which it avers that the monthly payment for the mortgage loan encumbering Debtors’ residence is \$1,321.42, the balance due is \$51,555.82, and the arrearages are \$19,184.89.
5. Claim 8 contains a mortgage note dated September 15, 2005 showing a loan amount of \$22,800.00 amortized to September 20, 2035 with payments initially at \$171.29 monthly.
6. Claim 8 contains a loan modification agreement dated October 26, 2015 showing, in paragraph 1, that the unpaid principal balance is \$33,141.79. Debtor notes that this is impossible. It appears that Respondent intended to state that the accrued interest and lender fees have been added to the principal balance, and that the adjusted principal balance is \$33,141.79.

7. Debtor also notes that Respondent states in paragraph 3 of the loan modification agreement that the adjusted principal balance is \$41,934.75. This also appears to be in error in that paragraph 3 contains interest calculations based upon the adjusted principal balance of \$33,141.79.
8. Paragraph 3 of the loan modification agreement shows that interest and payments on the \$33,141.79 adjusted principal balance are as follows:
 - a. \$225.11 monthly payments at 5% interest from December 20, 2015 to December 19, 2018;
 - b. \$249.48 monthly payments at 6% interest from December 20, 2018 to December 19, 2019;
 - c. \$274.35 monthly payments at 7% interest from December 20, 2019 to December 19, 2020; and
 - d. Note rate thereafter.
9. The note provides that interest as of September 20, 2007 shall be the six-month LIBOR rate plus 7%.
10. The payment history affixed to Claim 7 is only as of July 20, 2019. No payments are shown.
11. The current six-month LIBOR rate is .2%. Assuming that the principal balance of the loan remains at \$33,141.79 (Note: Debtors are not conceding this and wish to examine a complete payment history), and that the loan is amortized from the petition filing date of May 20, 2020 to the expiration of the note term of December 20, 2035, or 184 months, payments at 7.2% (six-month LIBOR plus 7%) would be \$297.97 monthly, not \$1,321.42 as stated by Respondent.
12. The arrearage calculation of \$19,184.89 and the balance due calculation of \$51,555.82 are unintelligible.

WHEREFORE, Debtors respectfully request that the Court issue an order sustaining the within objection and specify that Claim 8 be amended with a proper payment history from October 26, 2015 to May 20, 2020, a proper calculation of the arrearages and balance due, and a proper statement of the payment at \$297.97 monthly maximum.

Dated: March 23, 2021

/s/ Glenn R. Bartifay, Esquire
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Declaration Under Penalty of Perjury by Individual Debtors

We declare under penalty of perjury that we have read the within pleading, and that it is true and correct to the best of our knowledge, information, and belief.

Dated: March 23, 2021

Signature: /s/ Ronald P. Oravec
RONALD P. ORAVEC,
Movant/Debtor

Dated: March 23, 2021

Signature: /s/ Guretta G. Oravec
GURETTA G. ORAVEC,
Movant/Debtor